

PROACT, INC. SERVICE AGREEMENT

THIS SERVICE AGREEMENT, hereinafter referred to as the "Agreement," is entered into this ____ day of _____, 2012, and shall be effective on _____ (the "Effective Date"), between ProAct Inc., (ProAct, Inc dba ProAct Pharmacy Services, Inc. in the State of CT) with offices located at 6333 Route 298 – Suite 210, East Syracuse, NY 13057, hereinafter referred to as "ProAct," and _____, hereinafter referred to as "Client," with offices located at _____.

WHEREAS, Client is a municipality organized under the laws of the State of Connecticut and desires to offer a pharmacy prescription drug discount card program providing for the dispensing of prescription drugs to Covered Persons at discount prices, and Client desires to engage ProAct to perform services relating to such a prescription Discount Card Program; and

WHEREAS, CLIENT is a current member in good standing, of the Connecticut Conference of Municipalities (CCM), the Marketing Agent for this program; and

WHEREAS, Covered Persons may obtain discount services through the ProAct Pharmacy Network at negotiated prescription drug prices; and

WHEREAS, ProAct will also provide additional discount price programs, including, but not limited to, Vision, LASIK, and Hearing.

NOW THEREFORE, in consideration of the mutual promises and agreement herein contained, Client and ProAct hereby agree as follows:

ARTICLE I DEFINITIONS

- 1.1 Covered Person.
"Covered Person" shall refer to those individuals and their dependents who are entitled to prescription discount card services through the Discount Card Program.
- 1.2 Discount Card Program.
The term "Discount Card Program" shall mean a discount program administred by ProAct where a Covered Person is entitled to pay for cash prescriptions at a discounted rate at pharmacies participating in the ProAct Pharmacy Network.
- 1.3 Implementation Date.
The Implementation Date shall be the date on which the Discount Card Program becomes effective.
- 1.4 ProAct Pharmacy Network.

The "ProAct Pharmacy Network" consists of a pharmacy network established by ProAct to provide covered prescription drugs and other products under the Discount Card Program.

ARTICLE II

DUTIES TO BE PERFORMED BY CLIENT

- 2.1 Covered Persons. ProAct will provide Discount Cards to all persons within the municipality of _____ that ProAct deems to be eligible to participate in the Discount Card Program. Client understands that the Discount Card Program will be exclusively offered through the ProAct Pharmacy Network.
- 2.2 Transaction Charges. The ProAct Pharmacy Network is responsible for any applicable transaction charges associated with the submission of claims. Such charges are to be deducted from the claim reimbursements to the ProAct Pharmacy Network.
- 2.3 Pharmacy Network Administration. The ProAct Pharmacy Network and contracting pharmacies are responsible for all Pharmacy Network Administration fees. Such charges are to be deducted by ProAct from the claim reimbursements due to the ProAct Pharmacy Network as determined by ProAct.

ARTICLE III

DUTIES TO BE PERFORMED BY PROACT

- 3.1 Hours of Service. ProAct shall provide an 800 Help Line which shall be available to Client and the ProAct Pharmacy Network during ProAct's regular hours of business. These hours shall be Monday through Friday, 7:00 am to 7:00 pm and Saturday, 8am to 4:30pm Eastern Standard Time (EST) and Eastern Daylight Time (EDT). These hours do not include national holidays, and may be altered at any time. It is agreed, however, that Client and the ProAct Pharmacy Network shall be notified of any changes to schedule of business hours.
- 3.2 Confidential Covered Persons Information. All Covered Persons information relating to covered drugs prescribed by a physician, and other records identifying Covered Persons, shall be treated as confidential except to the extent that disclosure may be required pursuant to state or federal laws or regulations or as may be permitted by Client.
- 3.3 HIPAA Compliance. For the purposes of this Agreement, ProAct agrees that ProAct is deemed to be Client's "Business Associate/Clearinghouse" as the terms are defined in the Privacy Standard of the Federal Register, published on December 28, 2000. ProAct agrees to comply with all applicable regulations published pursuant to the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, (referred to in this Agreement as "HIPAA"), prior to the effective enforcement date of each standard. In addition, without limiting any other provision of this Agreement:
 - a. all services provided by ProAct under this Agreement will be provided in such a manner as to enable Client to remain at all times in compliance with all HIPAA

regulations applicable to Client, to the extent that Client's compliance depends upon the manner in which such services are performed by ProAct; and

- b. all software, application programs and other products licensed or supplied by ProAct under this Agreement will contain such characteristics and functionality (including as applicable, but not limited to, the ability to accept and securely transmit data using the standard HIPAA transaction sets) as necessary to ensure that Client's use of such software, application programs and other products and associate documentation from ProAct will fully comply with the HIPAA regulations applicable to Client.

In the event any amendment to this Agreement is necessary for Client to comply with the HIPAA regulations as they relate to this Agreement or its subject matter, including, but not limited to, requirements pertaining to Business Associate agreements, Client and ProAct will negotiate in good faith to amend, and will amend, this Agreement accordingly, such amendment to be effective prior to the date compliance is required under each standard of the HIPAA regulations.

- 3.4 Vision, Hearing, and LASIK. Above and beyond the Discount Card Program, ProAct, Inc. will provide access to discounted vision, hearing and LASIK services. These services and any future discount services will be provided at no cost to the Client.

ARTICLE IV RECORDS

- 4.1 Maintenance of Records. ProAct shall maintain, in the original form or other media, information received from the ProAct Pharmacy Network. Upon notification to ProAct, Client shall have access to such records during normal business hours.
- 4.2 Ownership of Records. All information obtained by ProAct shall be the property of ProAct. These records shall remain accessible for examination and audit by Client for six (6) years after the date of payment of claims, upon prior written notice, at reasonable intervals during the regular business hours of ProAct.

ARTICLE V ASSIGNMENT

- 5.1 Assignment by Client. Client may not assign this Agreement or any portion thereof to any service or organization without first having obtained prior written consent of ProAct, which consent shall not be unreasonably withheld.
- 5.2 Assignment by ProAct. ProAct may not assign this Agreement or any portion thereof to any service or organization without first having obtained prior written consent of Client, which consent shall not be unreasonably withheld.

ARTICLE VI HOLD HARMLESS

- 6.1 Indemnity by ProAct. ProAct shall indemnify and hold harmless Client, and its employees and other agents, from and against any claims, liabilities, damages, judgments or other losses (including attorneys' fees) imposed upon or incurred by them arising out of or as a result of any acts or omissions of ProAct, or its officers, directors, employees or other agents, in connection with the performance of any of their respective obligations under this Agreement.

ARTICLE VII REBATE ADMINISTRATION

- 7.1 Rebate Disclosure. As constituted, the Discount Card Program will not qualify for rebates from drug manufacturers.

ARTICLE VIII GENERAL PROVISIONS

- 8.1 Use of Software. Client acknowledges that ProAct asserts ownership of the entire software system used by ProAct in processing Claims and preparing reports including computer programs, system and program documentation, and other documentation relating thereto, and that such software system is the exclusive and sole property of ProAct. Client disclaims any rights to the system, reports, procedures or forms developed by ProAct.
- 8.2 Waiver. The waiver by either party of any breach of this Agreement shall not constitute a waiver of any subsequent breach of any term or condition hereof.
- 8.3 Severability. If any provision of this Agreement shall be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions hereof shall not in any way be affected or impaired thereby.
- 8.4 Choice of Law. This Agreement shall be construed, interpreted, and governed according to the laws of the State of Connecticut.
- 8.5 Force Majeure. Neither ProAct nor Client shall be liable for a failure or delay in performance hereunder arising from acts of God, acts of a public enemy, acts of a sovereign nation or any state or political subdivision or any department or regulatory agency thereof or entity created thereby, acts of any person engaged in a subversive activity or sabotage, fires, floods, earthquakes, explosions, strikes, slow-downs, lockouts or labor stoppage, or freight embargoes, unless caused by either party.
- 8.6 Entire Agreement. This Agreement and the exhibits identified below contain the entire agreement of the parties hereto and supersede all prior agreements, representations and understandings, whether written or oral, between the parties relating to the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.
- 8.7 Notice. Any notice required or permitted by this Agreement, unless otherwise specifically provided for in this Agreement, shall be in writing and shall be deemed given

three (3) days after the date it is deposited in the Client States mail, postage prepaid, registered or certified mail, or hand delivered addressed as follows:

To ProAct: David B. Warner, President
6333 Route 298 – Suite 210
East Syracuse, NY 13057

To Client: Office of the Town Manager
Town of East Hampton
20 East High Street
East Hampton, CT 06424

AND

Office of Youth and Family Services
Town of East Hampton
20 East High Street
East Hampton, CT 06424

To CCM: Gina Calabro, Director of Members Services and Marketing
900 Chapel Street, 9th Floor
New Haven, CT 06510

- 8.8 Use of Name. Neither party shall use the other party's name, trade or service mark, logo, or the name of any affiliated company in any advertising or promotional material, presently existing or hereafter established by Client, except in the manner and to the extent permitted by prior written consent of the other party.
- 8.9 Independent Contractors. Client and ProAct are independent entities and nothing in this Agreement shall be construed or be deemed to create a relationship of employer and employee or principal and agent or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement. Nothing in this Agreement is intended to be construed, or be deemed to create, any rights or remedies in any third party, including but not limited to an Eligible Member.
- 8.10 Consent to Amend. This Agreement or any part or section of it may be amended at any time during the term of the Agreement by mutual written consent of duly authorized representatives of ProAct and Client.
- 8.11 Headings. The headings of articles and sections contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- 8.12 Compliance with Laws and Regulations. This Agreement will be in compliance with all pertinent federal and state statutes and regulations. If this Agreement, or any part hereof, is found not to be in compliance with any pertinent federal or state statute or regulation,

then the parties shall renegotiate the Agreement for the sole purpose of correcting the non-compliance.

- 8.13 Protection of Confidentiality and Programs. ProAct agrees to ensure the confidentiality of all information obtained from Client including but not limited to: financial, utilization, or any other information related to the delivery of health care. Information may be used in a blinded, cumulative manner by ProAct for general plan performance comparisons.

ARTICLE IX EXCLUSIVITY

- 9.1 Client agrees that, during the term hereof, ProAct shall be the sole and exclusive agent for the purpose of administration of Client's discount pharmacy services program to its Covered Persons, as described herein.

ARTICLE X TERM AND TERMINATION

- 10.1 Term. This Agreement shall become effective on the Implementation Date for a term of one (1) year and thereafter shall continue in effect for additional one (1) year terms unless terminated on its anniversary date by either party by certified or registered mail at least sixty (60) days prior to such date. Termination shall have no effect upon the rights and obligations of the parties arising out of any transactions occurring prior to the effective date of such termination.
- 10.2 Termination. This Agreement may be terminated at any time by either party for failure to comply with any terms or conditions herein stated or for any other just and sufficient cause provided, however, that sixty (60) days' written notice of such failure shall be given to the offending party and such party shall have the opportunity to cure such noncompliance during such sixty (60) day notice period.
- 10.4 Immediate Termination. This Agreement may be terminated by either party upon written notice to the other party in the event: the other party makes an assignment for the benefit of creditors, files a petition of bankruptcy, is adjudicated insolvent or bankrupt, has a receiver or trustee appointed for a substantial part of its property, change of ownership, membership in CCM is terminated, or has a proceeding commenced against it which will substantially impair its ability to perform hereunder.

The provisions of this Agreement shall bind and inure to the benefit of the parties hereto and their heirs, legal representatives, successors and assignees. This Agreement constitutes the entire understanding between the parties hereto.

PROACT, INC.

MUNICIPALTY:

SIGNATURE

TITLE

TITLE

DATE

DATE

Addendum to the Agreement

It is expressly agreed and understood between the parties that the Client Town will not collect, acquire, store, maintain or disseminate information subject to HIPAA under this Agreement. Further, the only role of the Client Town is to publicize the Discount Card Program using the materials provided by ProAct.

PHARMACY NAME	ADDRESS	CITY	STATE	ZIP CODE	COUNTY	PHONE	FAX
CVS PHARMACY	14 E MAIN ST	CLINTON	CT	06413	MIDDLESEX	8606649337	
SHOPRITE PHARMACY	266 E MAIN ST	CLINTON	CT	06413	MIDDLESEX	8606696619	8606691368
STOP AND SHOP PHARMACY	215 E MAIN STREET	CLINTON	CT	06413	MIDDLESEX	8606696636	8606649315
WALGREENS #7814	218 E MAIN ST	CLINTON	CT	06413	MIDDLESEX	8606643930	8606641632
CVS PHARMACY	72 BERLIN RD	CROMWELL	CT	06416	MIDDLESEX	8606130499	
STOP AND SHOP PHARMACY	35 SHUNPIKE ROAD	CROMWELL	CT	06416	MIDDLESEX	8606356303	8606358453
WALGREENS #9818	6 HAMMERHEAD PL	CROMWELL	CT	064161805	MIDDLESEX	8606132324	
WAL-MART PHARMACY	161 BERLIN ROAD	CROMWELL	CT	06416	MIDDLESEX	8606351507	
XPECT PHARMACY	47 SHUNPIKE RD	CROMWELL	CT	06416	MIDDLESEX	8606329092	8606133716
WALGREENS #10261	184 MAIN ST	DEEP RIVER	CT	064172039	MIDDLESEX	8605268052	
DURHAM HEALTHMART PHARMACY	321 MAIN ST	DURHAM	CT	064221614	MIDDLESEX	8603493478	8603491240
CVS PHARMACY	54 EAST HIGH ST	EAST HAMPTON	CT	06424	MIDDLESEX	8602676853	
RITE AID PHARMACY 10363	25 EAST HIGH STREET	EAST HAMPTON	CT	064241001	MIDDLESEX	8602670732	8602678709
STOP & SHOP PHARMACY #2611	11 E HIGH ST	EAST HAMPTON	CT	064241022	MIDDLESEX	8602672771	
RITE AID PHARMACY 10364	125 WESTBROOK ROAD	ESSEX	CT	064261521	MIDDLESEX	8607672181	8607673495
HIGGANUM DRUG CENTER	6 KILLINGWORTH RD	HIGGANUM	CT	06441	MIDDLESEX	8603454536	8603457665
HIGGANUM PHARMACY	3A CANDLEWOOD HILL RD	HIGGANUM	CT	064414202	MIDDLESEX	8603453607	2038885454
KILLINGWORTH FAMILY PHARMACY INC.	183 ROUTE 81 STE 3	KILLINGWORTH	CT	064191480	MIDDLESEX	8604524275	8604524278
A AND P SUPERFOODMART PHARMACY	820 WASHINGTON ST	MIDDLETOWN	CT	06457	MIDDLESEX	8603441551	8603441560
CONNECTICUT ONCOLOGY GROUP, P.C.	536 SAYBROOK ROAD	MIDDLETOWN	CT	06457	MIDDLESEX	8603582220	8603582222
CVS PHARMACY	308 MAIN ST EXTENSION	MIDDLETOWN	CT	06457	MIDDLESEX	8603441857	
CVS PHARMACY	675 WASHINGTON ST	MIDDLETOWN	CT	064572901	MIDDLESEX	8603441320	
PRICE CHOPPER PHARMACY	855 WASHINGTON ST	MIDDLETOWN	CT	064572911	MIDDLESEX	5183791618	
RITE AID PHARMACY 10366	100 MAIN STREET	MIDDLETOWN	CT	064573477	MIDDLESEX	8603468601	8603467035
STOP AND SHOP PHARMACY	416 EMAIN STREET	MIDDLETOWN	CT	06457	MIDDLESEX	8603461779	8603468522
WALGREENS # 12338	311 E MAIN ST	MIDDLETOWN	CT	064574556	MIDDLESEX	8607040135	
WALGREENS #2858	633 WASHINGTON	MIDDLETOWN	CT	06457	MIDDLESEX	8603467372	8603460090
NATHAN HALE PHARMACY INC	26 FALLS RD	MOODUS	CT	064690407	MIDDLESEX	8608731481	8608732490
CVS PHARMACY	519 BOSTON POST RD	OLD SAYBROOK	CT	06475	MIDDLESEX	8603881045	
STOP AND SHOP PHARMACY	105 ELM ST	OLD SAYBROOK	CT	06475	MIDDLESEX	8603886461	8603885145
WAL-MART PHARMACY	665 BOSTON POST ROAD	OLD SAYBROOK	CT	06475	MIDDLESEX	8603880560	
MEDICINE CENTRE-SENIOR CARE	283 S MAIN ST	PORTLAND	CT	06480	MIDDLESEX	8603421115	8603425816
RITE AID PHARMACY 10373	227 MAIN STREET	PORTLAND	CT	06480	MIDDLESEX	8603422121	8603420199
THE MEDICINE CENTREL BORDONAROS	283 MAIN ST	PORTLAND	CT	06480	MIDDLESEX	8603423390	8603423391
WALGREENS #10244	1211 BOSTON POST RD	WESTBROOK	CT	064981949	MIDDLESEX	8603996899	

EAST HAMPTON TOWN COUNCIL

2nd Reading Policy

Page 1 of 1

Purpose In an effort to ensure the Town Council members of the Town of East Hampton have ample time to review New Business and discuss it with their constituents, the Town Council of East Hampton, Connecticut adopts a 2nd Reading Policy. The Town Council also recognizes that some New Business may have an immediate nature and would allow waiver of this policy for those occurrences in accordance with the procedures of the policy.

Scope This Policy applies to all citizens, staff, organizations and entities who bring business before the Town Council of East Hampton, Connecticut.

Policy Action should be taken on items of New Business at the meeting where it is introduced only if it is of an immediate nature and if the Town Council has had sufficient materials and review time to feel comfortable in rendering a decision. All other New Business items will be discussed and then appear for decision at a subsequent Town Council meeting depending on priority assigned to it. In order to continue normal business, tax refunds, appointments, proclamations, approval of minutes, adjournment, executive session and adoption of agendi are exempt from a second reading.

Definitions New Business - all matters brought before the Town Council for the first time in an effort to gain a form of action through a vote of the Town Council.

Immediate Nature- requires a decision from the Town Council prior to their next regularly scheduled meeting.

Procedure

1. All business requiring a decision by the Town Council will be brought to the Town Manager's office.
2. Business being reviewed by Town Council for the first time will be placed in the New Business section of the agenda. All previously reviewed but not voted on items will be placed in Continued~~Old~~ Business.
3. During a normal Town Council meeting all items within the New Business section will be discussed and reviewed.
 - a. If an item is seen to be of an immediate nature a motion is made to exempt the item from the 2nd Reading Policy. The passage of the motion by a super majority would allow Town Council to make a decision on New Business during the first reading.
 - b. If no immediate nature is present, then the item is carried forward ~~tabled until~~ the next meeting where it is placed in ~~Old-Continued~~ Business.
 - c. All Continued~~Old~~ Business is discussed for the second time at which point it is now eligible for a deciding vote.

EAST HAMPTON TOWN COUNCIL

2nd Reading Policy

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TOWN OF EAST HAMPTON AGENDA REPORT

Agenda Item: 8C
Item to be presented by: Town Manager

DATE: September 25, 2012

SUBJECT: Christopher Brook Culvert Replacement Project Uupdate

DEPARTMENT: Public Works

RECOMMENDED ACTION

Proceed with the Christopher Brook Culvert Replacement Project funded through the SPT Urban Program. 80% Federal, 10% State and 10% Town.

BACKGROUND

Christopher Brook is conveyed under North Main Street through three (3) - 24" diameter corrugated metal culvert pipes. The culverts are either submerged or partially submerged throughout the year which has resulted in the deterioration of the metal pipes. The northern most culvert pipe has collapsed as evidenced by the numerous sink holes that have developed periodically in the pavement over the last several years. Public works crews have been able to fill and patch the holes and have maintained traffic on North Main Street. The frequency of the development of the holes has decreased as of late. The remaining pipes are adequate to pass the daily flow except in cases of heavy rain. The road has been overtopped several times in the past three years to a depth of approximately 6". The road flooding is brief and generally subsides within an hour or so after it stops raining.

This project will replace the 3 metal pipes with two concrete box culverts measuring 6' wide and 2' high. The new culverts are designed to pass the 100 year design storm without overtopping the road.

Alternating one-way traffic will be maintained during the time the contractor is actively working during the day. The road will be opened up to two-way traffic during nights and weekends.

We applied to Midstate Regional Planning Agency for funds to replace the culverts and have been approved under the STP Urban program which is funded with 80% Federal funds, 10% State funds and 10% Town funds. Conn DOT has estimated that this project will cost \$512,000. This includes \$10,000 for Rights-of-Way and \$125,000 for DOT engineering costs for them to review plans and administer the project.

The Towns share of the entire project will be \$51,200. The Town will have to sign an agreement with the DOT (most likely in January) and at that time the DOT will require that we pay our share of the engineering costs (\$12,500).

Under this program, the Town pays for the construction and submits the invoices to the DOT for reimbursement.

The current schedule is as follows:

Public Informational Meeting to receive public comments – October 22, 2012

Final Design Plans: July 2014

Advertising: August 2014

Construction: Begin in mid-September. Construction will take approximately 6 weeks.

ALTERNATIVE ACTIONS

Proceed with the project using all Town funds. Eliminating the required DOT submittals and subsequent reviews would shorten the design phase considerably and would allow the project to be constructed in the fall of 2013.

FISCAL IMPACT

Funding the project through the STP Urban Program:

After reimbursement the Town's share will be \$51,200.

\$12,500 due January 2013.

Town Funds to pay for the remainder of the project (\$499,500 in the Fall of 2014) to be reimbursed by the DOT. The DOT will acquire the required rights-of-way (ROW). The Town's share of the ROW is included in the \$51,200 Town's share of the project costs.

Funding the project using all Town Funds:

Total Project costs to the Town approximately \$387,000. (\$512,000 minus \$125,000 for Dot Engineering costs to review and administer the project.) An affirmative vote at a Town Meeting will be required to purchase the required ROW at an estimated cost of \$10,000 which is included in the \$387,000 construction estimate.

East Hampton CT

20 East High Street, East Hampton, CT 06424

Town of East Hampton Assessment Deferral Program

RESOLUTION PROVIDING FOR ASSESSMENT DEFERRAL IN ACCORDANCE WITH THE PROVISIONS OF SECTION 12-65b OF THE CONNECTICUT GENERAL STATUTES I AS AMENDED

BE IT RESOLVED, by the Town council of the Town of East Hampton that pursuant to Section 12-65b of the Connecticut General Statutes the Economic Development Commission of the Town of East Hampton may recommend assessment deferrals to the Town Council as follows:

I. Purpose: The purpose of the Assessment Deferral Program is to attract commercial/industrial development, thereby expanding the tax base in East Hampton and enhancing the local job market by adding additional employment opportunities.

II. Qualifying Development The following types of development, consistent with state and local codes and regulations shall be considered:

- A. Real Property Improvements for Office Use
- B. Real Property Improvements for Manufacturing Use
- C. Real Property Improvements for Retail Use
- D. Real Property Improvements for Warehouse Use

III. Target Areas The priority target areas for business development follows:

- A. The Design Development Zone
- B. Industrial Zones
- C. Village Center Zone
- D. Retail/Commercial Zones

IV. General Requirements Applications for assessment deferrals under this program will be considered under the following circumstances:

- A. The proposed project is located in a target area.
- B. The proposed project will comply and will continue to comply with all applicable federal, state and local codes and regulations.
- C. The proposed project will comply with the American Disability Act (ADA) accessibility regulations.
- D. The proposed project will create at least one or more new jobs
- E. The proposed project will be compatible with neighboring areas/development.
- F. The proposed project will be architecturally acceptable/ compatible to the area.
- G. The proposed project will impose minimum. added demands on town services.
- H. The proposed project will tie in with the town infrastructure (i.e., roads, sewers, water).

I. The proposed project will be of quality construction.

J. The proposed project developer/owner has a good environmental "track record."

K. The proposed project developer/owner has no delinquency in any taxes or service charges due the Town of East Hampton.

L. The proposed project will have a clear benefit to the Town of East Hampton.

V. Local Employment Requirements To the extent feasible, the developer/owner shall commit to the utilization of town-based businesses and local residents during both the construction and operation phases of the project.

VI. Application Procedure All assessment deferral applications shall be made in writing by any party owning or proposing to acquire interest in real property in East Hampton on a form prescribed by the Town Manager. The completed form must be submitted to the Town Manager for presentation to the East Hampton Economic Development Commission. The Commission at its next regular meeting will review the application and invite the proposed developer/owner to make a formal presentation.

The Economic Development Commission shall examine the application to determine if it conforms to and complies with the town's requirements. Each application shall be reviewed on a case by case basis. Within 30 days of receipt of the application, the Economic Development Commission shall report their findings in writing to the Town Council who shall act upon the Commission's report within 30 days.

The final decision shall be the sole responsibility of the Town Council. In the event of unusual or extraordinary circumstances, the Town Council may alter or waive any requirements contained herein.

VII. Assessment Deferral Agreement Pursuant to Section 12-65b of the Connecticut General Statutes, as amended, the assessment of real property and all improvements thereon or therein may be fixed for a period of not more than seven (7) years provided the cost of such improvements to be constructed is not less than \$3,000,000; or for a period of not more than two (2) years provided the cost of such improvements to be constructed is not less than \$500,000; or to the extent of 50% of such increased assessment for a period of not more than three (3) years, provided the cost of such improvements to be constructed is not less than \$100,000.

The fixed assessment period shall commence with the first fiscal year of the Town of East Hampton for which a tax list is prepared on October 1st immediately following the issuance of a Building Permit for any construction. The assessment of real property for the period prior to the affixed assessment period shall be determined in the normal course pursuant to state and local laws and ordinances.

After approval of any application by the Town Council, and the execution of an agreement, construction shall commence within six (6) months and shall be completed within eighteen (18) months. Any extension from this time period must be recommended by the Economic Development Commission and approved by the East Hampton Town Council.

All agreements shall contain a provision that any owner that does not meet obligations contained in said assessment deferral agreement shall be liable to the town for all taxes that would have been due on the property, had such an agreement not been in place.

The Town Council of the Town of East Hampton hereby reserves all rights to grant or deny an assessment deferral application within its sole and absolute discretion.

By order of the East Hampton Town Council this 27th day of September, 1994.

TOWN OF EAST HAMPTON, CONNECTICUT

ASSESSMENT DEFERRAL PROGRAM APPLICATION

I. Applicant Information

A. Property Address: _____

Map _____ Block _____ Lot _____

B. Owner: _____

C. Nature of owner's interest in the property (i.e., sole owner, 50% share-holder, etc.): _____

D. Name, mailing address and phone number of person to contact concerning application (i.e. owner or authorized agent):

Name: _____

Address: _____

II. Rehabilitation/New Construction

A. Expected date of commencement: _____

B. Expected date of completion: _____

C. Type of Rehabilitation or Construction (specify):

D. Property Use (please list all proposed uses)

E. Square Footage of New Construction _____

F. Approximate Cost of Proposed Construction _____

III. Current Assessed Value of Property

Land _____

Building(s) _____

(If more than one, list
assessment on each and check
building(s) to be improved)

IV. Other Tax Subsidies

A. Are you receiving abatement or deferral of tax increases
for the subject property under any other program? () Yes () No

If so, describe: _____

V. Sworn Statement

I certify that all information in this application, and all
information furnished in support of this application, is true
and complete to the best of my knowledge and belief.

Signature (Property Owner)

Date

Subscribed and sworn to me this _____ day of _____, 19____.

Name and Title: Clerk or Commissioner
of the Superior Court, Notary Public,
Justice of the Peace, Judge

Signature

EAST HAMPTON, CONNECTICUT
ASSESSMENT DEFERRAL PROGRAM

ASSESSMENT DEFERRAL AGENT AUTHORIZATION FORM

I hereby authorize: _____

Name

Address

to complete and file any necessary forms and documents necessary
for Assessment Deferral for the property located at

of which I am the owner. I understand that by doing this, I am
taking responsibility for all statements made by the agent in my
behalf.

Property Owner

Date

Signature

EAST HAMPTON, CONNECTICUT

ASSESSMENT DEFERRAL PROGRAM

NOTORIZED STATEMENT ON EAST HAMPTON PROPERTY TAXES

I solemnly swear or affirm, with knowledge of the penalties for perjury and false statement, that the property located at

(address of subject property)

or any other East Hampton property in which I have a legal, financial, or equitable interest is not in any tax or legally assessed fee arrears.

Signature (Property Owner)

Date

Subscribed and sworn by me this _____ day of _____, 19____.

Name and Title: Clerk or
Commissioner of the Superior
Court, Notary Public, Justice
of the Peace, or Judge

Signature

Note: Subsequent revelation of false statement shall result in the immediate revocation of any agreement and the payment of all taxes abated to the date of the agreement.

EAST HAMPTON, CONNECTICUT
ASSESSMENT DEFERRAL PROGRAM

ASSESSMENT DEFERRAL REVIEW: BUILDING/ZONING

PROPERTY ADDRESS: _____

MAP _____ BLOCK _____ LOT _____

PROPERTY OWNER: _____

DATE RECEIVED: _____

1. Zoning Compliance Review _____

2. Code Infraction Verification _____

3. Building Plans Review _____

4. Rehabilitation and/or Construction Cost Estimates _____

I have reviewed the proposed project and find it and required supporting materials in compliance with the Criteria for Eligibility as set forth in the approved Resolution and Establishment of Criteria.

Authorized Signature

Date

EAST HAMPTON, CONNECTICUT

ASSESSMENT DEFERRAL PROGRAM

ASSESSMENT DEFERRAL REVIEW: ASSESSOR

Property Address: _____

Map _____ Block _____ Lot _____

Property Owner: _____

Date Received: _____

1. Assessment prior to rehabilitation and/or new construction:
\$ _____

2. Anticipated post-rehabilitation and/or new construction
assessment:
\$ _____

3. Explanation of Increase: _____

4. Change in assessment caused by rehabilitation:

Amount: _____ Percentage: _____

() Approved; anticipated increase in assessment of
rehabilitation, additions/or new construction is 35% or more.

() Rejected; anticipated assessment increase is less than 35%.

() Approved; cost of new construction is in excess of \$150,000.

() Rejected; cost of new construction is less than \$150,000.

Authorized Signature

Date

EXHIBIT C

EAST HAMPTON, CONNECTICUT

ASSESSMENT DEFERRAL PROGRAM

ASSESSMENT DEFERRAL NOTICE

(12-65 C-F)

PROPERTY ADDRESS: _____

Map _____ Block _____ Lot _____

OWNER: _____

ASSESSMENT BEFORE REHABILITATION: \$ _____

ASSESSMENT AFTER REHABILITATION: \$ _____

ASSESSMENT INCREASE CAUSED BY REHABILITATION \$ _____

DEFERRAL SCHEDULE

YEAR

ASSESSMENT

YEAR 1 (0% OF INCREASE)	_____	_____
YEAR 2 (20% OF INCREASE)	_____	_____
YEAR 3 (40% OF INCREASE)	_____	_____
YEAR 4 (60% OF INCREASE)	_____	_____
YEAR 5 (80% OF INCREASE)	_____	_____
YEAR 6 (100% OF INCREASE)	_____	_____

NOTE: In the event of a general revaluation in any year following the commencement of the assessment deferral, the property assessment shall shift accordingly and the deferred assessment shall be increased or decreased in proportion to the increase or decrease in the total assessment on such property as a result of such general revaluation.

EAST HAMPTON, CONNECTICUT

ASSESSMENT DEFERRAL PROGRAM

APPLICATION PACKAGE REVIEW CHECKLIST

PROPERTY ADDRESS _____

MAP _____ BLOCK _____ LOT _____

PROPERTY OWNER _____

	DATE OF RECEIPT	DATE OF APPROVAL
1. Application	_____	_____
Agent authorization for applicant		
Record of ownership		
Documentation of code problem		
Approved site plans (3)		
Approved building plans (3)		
Rehabilitation and/or construction		
cost estimates (3)		
2. Assessment	_____	_____
Assessment deferral review		
Assessment deferral notice		
3. Building/Zoning	_____	_____
Zoning compliance review		
Code infraction verification		
Building plan review		
Rehabilitation and/or construction		
cost estimates		
4. Agreement preparation and review by Town Council	_____	_____
5. Review of completed application and supporting materials	_____	_____
6. Town Council Action	_____	_____
7. Agreement Signing	_____	_____

TOWN OF EAST HAMPTON

ASSESSMENT DEFERRAL AGREEMENT

This agreement made and entered into at East Hampton, Connecticut, this _____ day of _____, 19____, by and between the Town of East Hampton, a municipal corporation organized and existing under the laws of the State of Connecticut, acting herein by its Town Manager, its legislative body (hereinafter referred to as "TOWN", and

_____ with principal place of business at _____

(hereinafter referred to as "OWNER", acting herein by _____

who has been duly authorized:

PREAMBLE

WHEREAS, Section 12-65b of the Connecticut General Statutes, as amended, provides, *inter alia*, that any municipality may enter into a written agreement with any party owning or proposing to acquire an interest in real property in such municipality, fixing the assessment of real property and all improvements thereon and to be constructed thereon for a period of not more than two years, provided the cost of such improvements to be constructed is not less than Five Hundred Thousand Dollars. Such provision shall apply to improvements used for one of the following purposes: office use, retail use, permanent or transient residential use, manufacturing use, warehouse, storage or distribution use, or structured multi-level parking use.

WHEREAS, OWNER has acquired land located at _____ (Map _____ Block _____ Lot _____), and more particularly described in Exhibit A attached hereto and made a part hereof by _____ deed dated _____ and recorded in Volume _____ Page _____ of the East Hampton Land Records.

WHEREAS, OWNER has filed with TOWN an application requesting consideration for assessment deferral and indicating OWNER'S interest to construct on the land a facility(s) which complies with the requirements of Section 12-65b of the Connecticut General Statutes, as amended, costing in the aggregate at least _____ dollars and containing in the aggregate at least _____ square feet. Said facility(s) is anticipated to house

(Type of Firm)

_____ firms.

WHEREAS, as an inducement to OWNER to construct the Facility on said land, the Town Council of the Town of East Hampton, by resolution dated _____, has authorized the execution of the agreement by its Town Manager for the purpose of fixing assessment with respect thereto.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

ARTICLE I - DEFINITION

I. A. Land - Land shall mean the "land" described in Exhibit A.

B. Improvements - the term "Improvements" shall mean those of the OWNER in or on or to be constructed by OWNER in or on said "land", together with all appurtenances attached thereto so as to become a part of the realty, including specifically, but without limitation, any and all fixtures, appliances, equipment and machinery (to the extent that the same constitute fixtures), or other appurtenances used in the operation or maintenance of any buildings or other improvements constructed on said land.

ARTICLE II - UNDERTAKING

1. Fixed Assessment Period. The TOWN and OWNER agree that the increase in assessment on the land and all Improvements thereon and to be constructed thereon, during the two (2) year period commencing with the assessment made with respect to the Grand List as at October 1, 19____ (October 1 of each year being the "Assessment Date") and terminating with the assessment made with respect to the Grand List as of October 1, 19____ (such two years being collectively, the "Fixed Assessment Period"), shall be deferred at a rate of 100% and be fixed in the following manner:

- (a) The assessment made on October 1, 19____ shall be fixed in such amount and manner as to yield a tax for the fiscal year controlled by such assessment of _____; and
- (b) The assessment made on October 1, 19____ shall be fixed in such amount and manner as to yield a tax for the fiscal year controlled by such assessment of _____.

2. The OWNER shall commence the Improvements described in the application not later than _____ and shall complete such Improvements as attested to by inspection and receipt of a Certificate of Occupancy not later than _____.

3. The completed Improvements shall be subject to inspection and granting of a Certificate of Occupancy by the TOWN as being in conformance with the criteria established under Section 12-65b of the General Statutes of Connecticut, as amended, and such provisions of the State Building, Health and other Codes, as may apply.

4. In the event the OWNER does not complete the Improvements described in the application filed by the OWNER in substantial conformance with said description, or if the cost of completing the Improvements is substantially less than the cost figures set forth in said application or in this Agreement, or if the Improvements are not commenced or completed by the dates set forth therefore in this Agreement, then in any one of such events this entire Agreement and all deferrals created herein shall be null and void, and the OWNER shall pay all taxes abated to from the date of this Agreement.

5. The OWNER attests that real estate taxes, as well as any other applicable taxes and legally assessed fees on the land, facility, any of the improvements or any part thereof or any estate herein, and on any other property in East Hampton in which OWNER has legal or equitable interest, are not delinquent prior to the signing of this Agreement.

6. In the event that OWNER does not pay the real estate taxes levied on the land, facility, any of the improvements, or any part hereof, or any estate thereon, in accordance with the terms of this Agreement during the fiscal year in which such taxes are due, as well as any other applicable taxes and legally assessed fees, the TOWN shall declare null and void this entire AGREEMENT and all deferrals created herein and the OWNER shall pay all such taxes and fees from the date of this Agreement.

7. In the event that the land, facility, any of the improvements, or any part thereof or any estate thereon, is taken by condemnation or eminent domain during said "Fixed Assessment Period", the applicable fixed assessments specified in Exhibit B of this Agreement shall be adjusted to reflect the diminution of value arising out of said taking.

8. In the event the land, facility, any of the improvements, or any part thereof, or any estate thereon, is damaged or destroyed by fire or other casualty during said "Fixed Assessment Period", the applicable fixed assessment shall be adjusted to reflect the diminution of value arising out of said fire or other casualty.

9. In the event of a sale or transfer of the land, facility, any of the improvements, or any part thereof, or any estate thereon, this Agreement shall be binding on, and shall inure to the benefit of, the OWNER'S heirs, successors or assigns, as the case may be.

10. In the event of a general revaluation by TOWN in the year in which such Improvements are completed, which would result in any increase in the assessment of such land, facility, any of the improvements, or any part thereof, or any estate thereon, only that portion of the increase resulting from such Improvements shall be deferred.

11. In the event of a general revaluation in any year after the year in which such Improvements are completed, such deferred assessments shall be increased or decreased in proportion to the increase or decrease in the total assessment of such land, facility, any of the improvements, or any part thereof, or any estate thereon, as a result of such general revaluation.

12. Nothing contained in this Agreement shall be construed to defer any increase in the assessment of the land, facility, any of the improvements, or any part thereof, or any estate thereon, whether by revaluation or otherwise at any time, not attributable to the Improvements contemplated by the application of the OWNER.

13. The OWNER shall have the right at any and all times, in accordance with his statutory rights, to appeal that portion of the assessment of the land, facility, any of the improvements, or any part thereof, or any estate thereon, which is in effect at any time during the term of this Agreement which is not related to the improvement contemplated by the OWNER, and the OWNER shall also have the right at any and all times during the term of this Agreement to appeal the determination of the Town Assessor as to what would be the increase in the assessment on the land, facility, any of the improvements, or any part thereof, or any estate thereon, attributable to the Improvements under normal town assessment practices, in accordance with statutory provisions for normal tax assessment appeals.

14. The OWNER understands and acknowledges that the availability of this Assessment Deferral Agreement and the benefits to OWNER confirmed hereby, is expressly conditioned on OWNER complying with the requirements of Section 12-65b of the Connecticut General Statutes and provisions contained herein. In the event that any of these requirements are not adhered to, this Assessment Deferral Agreement and the deferrals created herein, shall be null and void and the OWNER shall be responsible for and shall pay for the full amount of taxes which have been due and payable to the TOWN in the absence of this Agreement. Payment of the balance of the taxes as recomputed shall be paid to the TOWN within thirty (30) days after notice of the amount of said tax is sent by the TOWN to OWNER.

15. If any paragraph, section, subsection, sentence, clause, phrase or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, the remaining portions of this Agreement shall be deemed to be invalid, and this entire Agreement and all deferrals created herein shall be null and void.

16. Any of the provisions of this Agreement may be amended with the written consent of the parties hereto, upon approval of the Town Council of TOWN, acting under the authority granted to TOWN by virtue of Section 12-65b of the General Statutes of Connecticut, as amended, referred to above.

17. This Agreement and any attachments shall be recorded and filed in the land records of the TOWN.

IN WITNESS WHEREOF, the OWNER has caused these presents to be signed and sealed this _____ day of _____ 19____, and thereafter the TOWN has caused this Agreement to be duly executed in its behalf and its seals hereunder affixed this _____ day of _____ 19____.

TOWN OF EAST HAMPTON

Witness

By _____
Its town Manager

Witness

Owner

Owner

STATE OF CONNECTICUT)

) ss. East Hampton

COUNTY OF MIDDLESEX)

On this _____ day of _____, 19____, before me, the undersigned, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he is the Town Manager of the Town of East Hampton and that he, in such capacity being authorized to do so, executed the same for the purposes therein contained, and acknowledged the same to be his free act and deed and the free act and deed of said Town of East Hampton, before me.

Notary Public/
Commissioner of the Superior Court

STATE OF CONNECTICUT)

) ss. East Hampton _____

COUNTY OF MIDDLESEX)

On this _____ day of _____, 19____, before me, the undersigned, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged _____, and that he, in such capacity being authorized to do so, executed the same for the purposes therein contained as his free act and deed and the free act and deed of the Corporation, before me.

Notary Public/
Commissioner of the Superior Court

Sec. 12-65b. Agreements between municipality and owner or lessee of real property or air space fixing the assessment of such property or air space. (a) Any municipality may, by affirmative vote of its legislative body, enter into a written agreement with any party owning or proposing to acquire an interest in real property in such municipality, or with any party owning or proposing to acquire an interest in air space in such municipality, or with any party who is the lessee of, or who proposes to be the lessee of, air space in such municipality in such a manner that the air space leased or proposed to be leased shall be assessed to the lessee pursuant to section 12-64, fixing the assessment of the real property or air space which is the subject of the agreement, and all improvements thereon or therein and to be constructed thereon or therein, subject to the provisions of subsection (b) of this section, (1) for a period of not more than seven years, provided the cost of such improvements to be constructed is not less than three million dollars, (2) for a period of not more than two years, provided the cost of such improvements to be constructed is not less than five hundred thousand dollars, or (3) to the extent of not more than fifty per cent of such increased assessment, for a period of not more than three years, provided the cost of such improvements to be constructed is not less than twenty-five thousand dollars.

(b) The provisions of subsection (a) of this section shall only apply if the improvements are for at least one of the following: (1) Office use; (2) retail use; (3) permanent residential use; (4) transient residential use; (5) manufacturing use; (6) warehouse, storage or distribution use; (7) structured multilevel parking use necessary in connection with a mass transit system; (8) information technology; (9) recreation facilities; or (10) transportation facilities.

(1971, P.A. 471, S. 1, 2; P.A. 73-477; P.A. 75-575, S. 1, 2; P.A. 77-138, S. 1, 3; 77-586, S. 2, 3; P.A. 79-78, S. 1, 2; P.A. 82-414, S. 1, 2; P.A. 85-573, S. 1, 18; P.A. 90-219, S. 13; May Sp. Sess. P.A. 92-15, S. 4, 20; P.A. 94-157, S. 3, 4; P.A. 97-235, S. 1, 4; P.A. 98-207; P.A. 01-125, S. 1; P.A. 03-19, S. 25.)

History: P.A. 73-477 added words "an interest in" with reference to acquisition of real property and air space in Subsec. (a); P.A. 75-575 amended Subsec. (a) to include municipalities with population densities of 4,500 persons or more per square mile and those contracting with U.S. for grants of more than \$10,000,000 for redevelopment and urban renewal and amended Subsec. (b) to include improvements for manufacturing use and to change cost minimum from \$10,000,000 to \$5,000,000; P.A. 77-138 made provisions applicable to any municipality, deleting all restrictions based on population, population density or amount of federal grant and included in Subsec. (b) improvements for warehouse storage or distribution use; P.A. 77-586 reinstated restriction on applicability of provisions, limiting provisions to municipalities with population of at least 35,000; P.A. 79-78 deleted restriction imposed by P.A. 77-586 and changed cost minimum in Subsec. (b) from \$5,000,000 to \$3,000,000; P.A. 82-414 amended requirements in Subsec. (b) applicable to fixed assessment agreements to permit agreements if at least one, rather than two or more as was previously the case, of the types of improvements is satisfied; and increased list by adding multilevel parking facilities as an improvement, the proposed construction of which would allow such an agreement; P.A. 85-573 provided for agreements for not more than two years on improvements of not less than \$500,000, effective July 10, 1985, and applicable in any municipality to the assessment year commencing October 1, 1985, and thereafter; P.A. 90-219 amended Subsec. (b) to require that improvements for structured multilevel parking use be necessary in connection with a mass transit system; May Sp. Sess. P.A. 92-15 added Subsec. (a)(3) re improvements of not less than \$100,000, effective July 1, 1992, and applicable to assessment years of municipalities commencing on or after October 1, 1992; P.A. 94-157 added Subsec. (a)(4) to (7), inclusive, effective October 1, 1994, and applicable to assessment years commencing on or after that date; P.A. 97-235 added Subsec. (b)(viii) re improvements for information technology, effective June 24, 1997; P.A. 98-207 reorganized and relettered Subsec. (b) and added new Subdivs. (9) and (10) re recreation facilities and transportation facilities; P.A. 01-125 amended Subsec. (a) to reduce the threshold to qualify for abatement from \$100,000 to \$25,000 and change the amount of the abatement from 50% to not more than 50% in Subdiv. (3) and to delete Subdivs. (4) to (7), inclusive; P.A. 03-19 made technical changes in Subsec. (b), effective May 12, 2003.

Cited. 228 C. 79. Cited. 235 C. 637.

Cited. 17 CA 166.

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Sec. 12-65c. Deferral of increased assessments due to rehabilitation: Definitions. As used in sections 12-65c to 12-65f, inclusive:

(a) "Rehabilitation area" means any municipality, or a part thereof, which is deteriorated, deteriorating, substandard or detrimental to the safety, health, welfare or general economic well-being of the community;

(b) "Rehabilitation" means the improvement or repair of a structure or facilities appurtenant thereto, exclusive of general maintenance or minor repairs.

(P.A. 73-558, S. 1.)

Cited. 17 CA 166.

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TOWN OF EAST HAMPTON

AGENDA REPORT

AGENDA ITEM: 9A

Item to be presented by: Mark Philhower
P&Z Chairman

DATE: September 25, 2012

SUBJECT: **Amendment to State Conservation and Development Plan**
East Hampton, CT

DEPARTMENT: Planning & Zoning (P&Z)

RECOMMENDED ACTION:

Recommend that the Office of Policy and Management amend the State of Connecticut Conservation and Development Policy, Priority Development and Priority Conservation Maps, to reflect the Town of East Hampton's Existing and Future Sewer Service Areas as requested by the Planning & Zoning Commission on 08/01/2012.

BACKGROUND:

Every five years, the State of Connecticut Conservation and Development Plan (State C&D Plan) is updated by the Office of Policy and Management (OPM). In 2007 it was recommended that the area known as the "birches" be removed from the Future Sewer Service Area of the Town of East Hampton Plan of Conservation and Development (POCD). At that time the deadline had passed and the Town was required to wait until the next five year amendment period. The Planning and Zoning Administrator received the 2013-2018 Draft Plan and supportive maps on 07/16/2012. The P&Z Commission acted on the requested amendment on 08/01/2012 by unanimous vote and forwarded the request to the WPCA. Final acceptance of the amendment by the WPCA and the Chatham Health District was received by the P&Z Commission on 09/05/2012. At which time the Commission requested the required recommendation be placed on the Town Council Agenda in a timely manner to allow for the OPM deadline, the close of business (5:00 PM) on October 5, 2012.

ALTERNATIVE ACTIONS:

Inaction prior to October 5, 2012 deadline will render Town unable to amend Priority Development Map until 2018.

FISCAL IMPACT

No direct fiscal impact to the Town.

statements from the applicant. The public shall be given equal opportunity to comment". Mr. Aarrestad seconded the motion. The motion carried unanimously.

8. Old Business:

C. Update – State Conservation & Development Plan: Staff read a memo from V. Susco, Public Utilities Administrator, dated August 7 2012 into the record. (Attachment 1)

Staff reported that Thad King, Director of Chatham Health District, had been requested to review and approve the requested changes to the State Conservation and Development Plan. James Carey, Administrator of Planning, Zoning & Building, is in receipt of a memo from T. King, dated September 5 2012 indicating Mr. King's agreement with the service area change. (Attachment 2)

Chairman Philhower asked staff to bring the issue to the attention of the Town Manager and request he be placed on the Town Council agenda to present the desired changes to the Future Sewer Service Areas in a time frame compatible with the State of Connecticut Office of Policy and Management requirements for municipal plans of conservation and development and interim changes to the State Plan of Conservation and Development.

9. Adjournment: *Mr. Zatorski moved to adjourn the meeting. Mr. Philhower seconded the motion. The motion carried unanimously.*

The meeting adjourned at 8:16 p.m.

Respectfully submitted,

Daphne C. Schaub
Recording Secretary

CHATHAM HEALTH DISTRICT

Serving the Towns of Colchester, East Haddam, East Hampton, Haddam, Hebron, Marlborough & Portland

BOARD MEMBERS

Peter Hughes, *Chairman*
Mark Walter, *Vice Chairman*
Candace Casale, *Treasurer*
Susan Bransfield
Kate Morris
Gregg Schuster
Blyse Soby
Dick Edmonds
Andrew Tierney

DISTRICT HEALTH DIRECTOR

Thad D. King, MPH RS

To: James P. Carey, Administrator, Planning, Zoning, & Building Department

From: Thad King, Director of Health

CC: Vincent Susco, Administrator East Hampton WPCA

Date: September 5, 2012

Re: Revised Sewer Service Area Map – East Hampton, CT

I have reviewed the proposed changes to the sewer service area map. The area designated as the “birches” as outlined in your August 15th memo is an area where repair of existing systems was routinely required. Systems installed prior to the adoption of the technical standards for installation of subsurface sewage disposal systems have been the most problematic.

Since 1985 when the Town of East Hampton hired a full time Registered Sanitarian there has been effective oversight of the installation of new and repaired systems and the number of repairs has diminished. Generally, the area contains suitable soil conditions for system placement under special conditions designated within the Public Health Code.

As long as the area remains primarily single family residential and new development provides for a careful review under public health code requirements for onsite wastewater and potable water systems, I am in agreement with the service area change.

Please contact me if you have questions.

Town of East Hampton
20 East High Street
East Hampton, Connecticut 06424
Tel. (860) 267-9601 Fax. (860) 267-6430
Building, Planning & Zoning Department

MEMORANDUM

TO: Thad King, Director, Chatham Health District

CC: Vincent Susco, Administrator, Water Pollution Control Authority – Joint Facility
Mike Maniscalco, Town Manager
Mark Philhower, Chairman, Planning & Zoning Commission

FROM: James P. Carey, Administrator, Planning, Zoning & Building Department

DATE: 08/15/2012

RE: Revised Sewer Service Area Map – East Hampton, CT



Attached please find a map of the East Hampton Existing and Future Sewer Service Areas as depicted by Earth Tech. I have highlighted in yellow the area known as the “birches” to be eliminated from the Future Sewer Service Area, as requested by the East Hampton Planning & Zoning Commission, when the State Office of Policy and Management revises the Conservation and Development Plan later this year.

Please forward your agreement with this amendment to the Map to Mr. Susco and me as soon as possible. It will be necessary for the amendment to be reviewed and approved by the Town Council prior to the Town Manager requesting the change to both the East Hampton Plan of Conservation and Development and to the State Conservation and Development Plan.

Please contact me with any questions or concerns you may have.

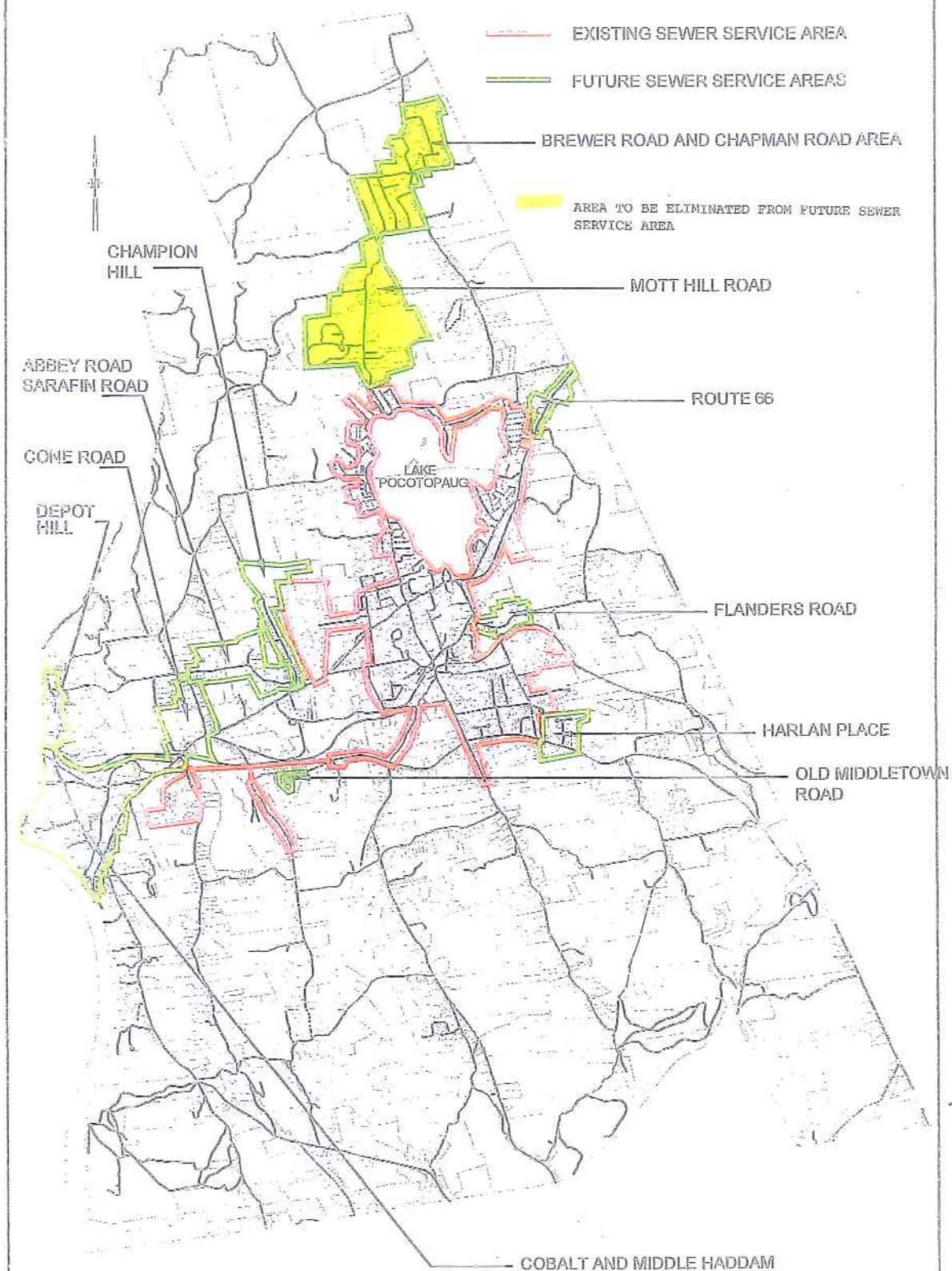


FIGURE NO. 5-1
EXISTING AND FUTURE SEWER AREAS
TOWN OF EAST HAMPTON

Town of East Hampton
Water Pollution Control Authority
P.O. Box 218
East Hampton, Connecticut 06424-0218
Telephone (860) 267-2536
FAX (860) 267-9913

To: Mark Philhower, Chairman P & Z

XC: James Carey, P, Z, & Building Dept
M. Maniscalco, Town Manager
Thad King, Health Director.

Date: August 7, 2012

From: V.F.Susco, Jr.



Re: 2012 Plan of Conservation & Development CGS Sec 8-23
Revised Sewer Service Area Map – East Hampton, CT

The WPCA has reviewed your request to modify the current Future Sewer Service Area as shown on the State Conservation and Development Plan. A review of our records indicates this specific area was included at the request of the Health Director, Thad King. I have forwarded your August 1, 2012 letter to Mr. King as input from this department is vital. Upon agreement of all Town departments we will require the exact details of the area encompassing the "birches". A map depicting the exact streets to be eliminated would be most desirable.

Finally, we must point out Public Act No 06-24 effective October 1, 2006, *AN ACT CONCERNING MUNICIPAL PLANS OF CONSERVATION AND DEVELOPEMENT AND INTERIM CHANGES TO THE STATE PLAN OF CONSERVATION AND DEVELOPMENT* requires that the Chief Executive Officer of the municipality, with the approval of the legislative body of the municipality, to make the requested change.

If we can provide any additional details please feel free contact this office.

Town of East Hampton
20 East High Street
East Hampton, Connecticut 06424
Tel. (860) 267-9601 Fax. (860) 267-6430
Planning, Zoning & Building Department

August 1, 2012

Mr. Vincent Susco
Water Pollution Control Authority
20 Gildersleeve Drive
P.O. Box 218
East Hampton, CT 06424

Re: East Hampton Future Sewer Service Area

Dear Mr. Susco;

Please be advised that the East Hampton Planning and Zoning Commission (Commission) very strongly would like to advise the Water Pollution Control Authority that the northern most Future Sewer Service Area as located along Mott Hill Road (and encompassing the "Birches") as shown on the EarthTech map as it relates to the State Conservation and Development Plan should be eliminated from future consideration.

The Commission strongly feels that expansion of the sewer into that area will create undesirable densities being requested by the development community and as the existing problems with septic installations appear to have been stabilized in the area of the "Birches", an extension into that area is no longer necessary.

We look forward to providing this information to the Connecticut Office of Policy and Management during the comment period for the State Conservation and Development Plan which ends in October 2012. Thank you very much for your cooperation and continued support.

Very truly yours,



Mark Philhower, Chairman
East Hampton Planning and Zoning Commission

cc: M. Maniscalco, Town Manager

8. **Old Business:**

A. **Update – State Conservation & Development Plan:** Mr. Carey reported that pursuant to the Commission's request, he has spoken with Mr. Susco of the WPCA and has informed him that the Commission is very interested in seeing the future sewer map as is represented on a map by EarthTech amended in time for the next State Conservation and Development Plan. Mr. Susco concurred and indicated that he would support the Commission's request.

Mr. Carey further explained that he has provided the Commission with a draft letter to Mr. Susco in their packages this evening.

Mr. Gauthier moved, and Mr. Aarrestad seconded, that the Commission forward the letter of August 1, 2012 as written to the WPCA. The motion carried unanimously.

9. **Adjournment:** *Mr. Zatorski moved to adjourn the meeting. Mr. Sennett seconded the motion. The motion carried unanimously.*

The meeting adjourned at 7:42 p.m.

Respectfully submitted,

Daphne C. Schaub
Recording Secretary

TOWN OF EAST HAMPTON AGENDA REPORT

AGENDA ITEM:

9B

Item to be presented by: Frank Grzyb
Facilities Manager

DATE: September 18, 2012

SUBJECT: **FIRE CO.#3---PURCHASE OF A USED 30kw GENERATOR**
99 White Birch Road, East Hampton, CT

DEPARTMENT: Facilities

RECOMMENDED ACTION

Move to purchase a 30kw used Onan diesel generator from Higgins Electric. Price includes installation of the generator and replacement of the existing meter socket with a new 200amp meter socket. Attached are the following items:

1. Quote from Higgins Electric
2. Section of the Town's Purchasing Ordinance for used equipment

BACKGROUND

After installing a new generator at Company #1, it was planned to relocate the existing Company #2 genset to Company #3. The existing Company #2 generator is very old and parts are difficult to obtain. The cost to relocate and build an enclosure is almost as much as the newer used unit.

ALTERNATIVE ACTIONS

Other direction as determined by the Town Council.

FISCAL IMPACT

None. The cost is within the budget for this work in Capital.

Higgins Enterprises, Inc.
P. O. Box 258
East Hampton, CT 06424
860-267-7644
E1-122293

August 15, 2012

Town of East Hampton
20 East High Street
East Hampton, Ct. 06424

ATTN: Frank Grzyb

We are pleased to provide the following quote and look forward to working with you in the future.

Description of work: Used Generator

- 1) Install (1) 30 kw used generator Onan diesel with sub base fuel tank
- 2) Install (1) 200 amp Automatic transfer switch and remove existing manual transfer switch
- 3) Install (1) concrete slab in rear of building
- 4) Test complete system for operation, Also show operation to proper authorities
- 5) Replace existing meter socket with new 200 amp meter socket
- 6) Cummins Model L634D-1710386C
- 7) Onan generator is a model DL6 L33617E, 1800 rpm, 30kw, single phase
- 8) 6 Months Parts & labor warranty

Job Cost: 12,950.00
Buy back -500.00 buy back of existing generator
Total Cost: 12,450.00

Printed signature: _____ Title: _____

Accepted By(sign) _____ Date _____

Bills shall be paid 10 days after billing. All accounts 30 days past due shall accrue interest at the rate of 18% per annum. In the event HIGGINS ENTERPRISES INC undertakes any action to collect on this contract or amounts due hereunder or enforce any of the terms herein, it shall be entitled to all cost of collection including reasonable attorney's fee's.

*Town of East Hampton, CT
Wednesday, September 12, 2012*

Chapter 117. PURCHASING

[HISTORY: Adopted by the Town Council of the Town of East Hampton 10-30-2001 (Ord. No. 12.07). Amendments noted where applicable.]

GENERAL REFERENCES

Code of Ethics — See Ch. E.

§ 117-1. Declaration of policy.

It is the intent of the Town to provide consistent rules for the purchase of equipment, services and supplies to facilitate efficient municipal operations and to provide fairness to all parties, including but not limited to individuals, corporations, or government agencies whose equipment, services and supplies are purchased by the Town of East Hampton, including the Board of Education. Purchases shall be made considering price, quality and availability as important determining factors in the selection of equipment, services and supplies.

§ 117-2. Definitions.

As used in this chapter, the following terms shall have the meanings indicated as follows:

BID

A notice in writing in a sealed envelope delivered to the Town Manager (or designee) or Superintendent of Schools (or designee), as the case may be, by a specified date, to be opened in public at a specified date and time by the Town Manager (or designee) or by the Superintendent of Schools (or designee), as the case may be, whereby a vendor informs the Town of the price for which he/she shall furnish supplies, materials, equipment, or services to the Town.

CAPITAL EQUIPMENT

Equipment, including rolling stock, vehicles, machinery, etc., other than supplies, which is used to provide a service to the community.

QUALIFIED

Meeting such qualifications as the Town may set forth in its requests for bids, quotations, or proposals.

QUOTATION

A notice, in writing, whereby a vendor informs the Town of the price for which he/she will furnish supplies, materials, equipment or services to the Town.

RESPONSIBLE

Having the experience and financial strengths, in the reasonable judgment of the Town, necessary to perform in the delivery of services, materials, equipment or supplies.

SERVICES

Includes contractual services rendered to the Town by a vendor.

SUPPLIES

Includes supplies and materials used in the daily operation of the Town.

TOWN

All Town agencies, including the Board of Education.

§ 117-3. Purchases of capital equipment, services and supplies.

All purchases require a purchase order, standing purchase order or requisition. The following requirements shall govern the purchase of supplies, equipment and services:

- A. If the estimated value is less than \$5,000, the department or agency head may make the purchase after careful review of the most competitive price considering the quality of the proposed purchased items.
- B. If the estimated value is equal to or greater than \$5,000 but less than \$10,000, the purchase may be made with the approval of the Town Manager or his designee (or in the case of the Board of Education operating budget, the Superintendent of Schools or his designee) after the department head or agency head has received at least three written quotations, and the purchase shall be the lowest qualified and responsible quote. If for any reason three quotes are not obtained, the purchase may be made after providing written documentation for the files, indicating why three quotes could not be obtained.
- C. If the estimated value is equal to or greater than \$10,000, the purchase shall generally be made from the lowest qualified and responsible bidder using a sealed bid procedure described in § 117-5 below, with two exceptions hereafter described. The award shall be made by the Town Council or, in the case of the School operating budget, the Board of Education, unless it is a joint bid with another Town agency, in which case the Council shall make the award. The first exception is where the proposal of the lowest qualified and responsible bidder exceeds the Town's budget for the item, in which case the Town may reject all proposals by majority vote of the Town Council or Board of Education, as the case may be. The second exception applies where it is deemed to be in the best interests of the Town of East Hampton to make the award to a bidder other than the lowest qualified and responsible bidder. This latter exception requires an affirmative vote of 3/4 of the elected membership of the Town Council at a regular or special meeting.
- D. Contracts for service and/or maintenance shall be acquired or bid in accordance with the provisions of this section. Such contracts may be entered for periods renewable on a month-to-month basis and shall be terminable upon written thirty-day notice by the Town/Board of Education or the vendor/supplier. Such contracts shall remain in effect until such termination and shall not require quotation or re-bid until such termination.
- E. Splitting of contracts to avoid any of the limits of this section shall be prohibited.

§ 117-4. Exemptions.

- A. Legal, professional engineering, student educational and auditing services shall be exempt. Consulting services shall be acquired through a "Request For Proposals" process, unless a written justification is provided to the Town Council or Board of Education that a single source is uniquely qualified to provide the desired services.
- B. Purchases made from any agency or office of the federal, state or local government or other governmental unit, or nonprofit organization or sole-source supplier shall be exempt.
- C. Nothing in this chapter shall prohibit the Town from purchasing items under state bids and/or contracts and/or participation in regional purchasing councils who have used a sealed bid procedure.
- D. Nothing in this chapter shall prohibit the Town from contracting for repairs of an immediate nature for health and safety reasons and to prevent damage or injury.

- E. Materials. When multiple suppliers of material are not within the transportable range, the Public Works Department shall be exempt from the requirements of § 117-3. In such case, the Public Works Department shall seek to obtain the best price within the transportable range.
- F. Existing maintenance or service contracts which have no fixed duration shall remain in effect on a renewable basis and shall not be subject to the acquisition and/or bid requirements outlined in § 117-3 until such time as said contract is terminated in accordance with § 117-3D.
- G. Purchases of used equipment where comparable bids are unavailable, and it has been determined by the Town Manager that the purchase of a particular piece of equipment is of good value to the Town, shall be exempt.

§ 117-5. Sealed bid procedure.

- A. All requests for bids shall be advertised in a newspaper suitable for notifying multiple prospective bidders or advertised on the State of Connecticut Department of Administrative Services Web page. *Editor's Note: The Department of Administrative Services Web page can be accessed at www.das.state.ct.us.* When necessary, the Town shall also directly solicit potential qualified sources for bids. The goal shall be to obtain at least three bids. If, however, after due diligence has been exercised, fewer than three bids have been received, the Town may award the contract if it is in the best interest of the Town.
- B. A copy of the invitation to bid or the legal notice will be posted at the Town Hall in the office of the Town Clerk until the bids have been opened.
- C. Bid documents shall be available to all firms indicating an interest in bidding. A fee may or may not be charged for bid documents.

§ 117-6. Insurance and licensing requirements.

All parties employed by the Town to perform work on Town-owned property shall carry the required level of insurance coverage, indemnity, and hold the Town harmless. The Town shall be named as additional insured on the insurance certificate. When required by law (such as the trades, etc.), all parties performing work for the Town shall have and maintain the required licenses and/or certifications to perform such work.

§ 117-7. Waivers.

With a vote of 3/4 of the elected membership of the Town Council, at a regular or special meeting, the Town Council may waive the bidding procedure with regard to any purchase upon finding that such waiver is in the best interest of the Town. Such waiver shall include in the record the reasons for the Council's action. Public notice shall be given at least seven days in advance of any vote to consider a waiver of the bidding procedure.

§ 117-8. Nondiscrimination.

Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. I). Purchasing shall be conducted without regard to the political affiliation, race, sex, age, religion, national origin, disability, residence, familial relationship or business associations of vendors and/or contractors. All purchasing will comply with the provisions of applicable state and federal laws pertaining to civil rights, equal opportunity and affirmative action.

§ 117-9. Conflicts of Interest.

The Ethics Resolution as adopted and amended by the Town Council shall be applicable to this chapter. *Editor's Note: See Ch. E, Code of Ethics.*

EAST HAMPTON TOWN COUNCIL

Ever Bridge Emergency Alert

Page 1 of 1

Purpose

The Town of East Hampton Emergency Alert System “Ever Bridge” has the capability of calling East Hampton residents that have signed up for services or are listed in the white pages. This policy has been developed in an effort to direct staff in the use of this system.

Scope

This Policy applies to all Town Staff, Officials and First Responders.

Policy

Use of the Town’s Emergency Alert system should be deployed under the following circumstances:

- Tornado warning;
- Prolonged road closure;
- Dissemination of information before and after a Hurricane;
- Shelter information;
- and for winter storms where essential services and utilities may be under threat.

Furthermore, the Police, Fire, Emergency Management or Town Manager may deploy the emergency alert system when they have determined an emergency situation, that might affect a significant number of residents, is about to or has occurred.

Definitions

Everbridge- The Emergency Alert system at the disposal of the Town of East Hampton. This system allows the Town to disseminate information through phone numbers provided by residents and the white pages.

Emergency Situation- A situation where human lives or property are in danger.

Tornado Warning- a classification identified by the National Weather Service.

Potential landfall of Hurricane- A National Weather Service identified hurricane that will potentially impact the Town of East Hampton.

Procedure

- A. To use the Everbridge system, first, determine if the situation falls within one of the following categories:
 1. Tornado warning;
 2. Prolonged road closure greater than 2 hours during the day that will inhibit rush hour traffic;
 3. Disseminating information about potential landfall of a Hurricane
 4. Information about shelter access including location, times and services available;
 5. Emergency evacuations;
 6. Winter Storms, where a major impact on the supply of electricity and other essential services for an extended period of time is to be expected;
 7. Emergency situations as requested by the Fire Department or the Police Department Chief;
 8. Any other situation as deemed necessary by the Town Manager or Emergency Management Director.
- B. Contact the Emergency Management Directors and provide them with the appropriate information including:
 1. Reason for emergency;
 2. Requests for any actions or precautionary measures;
 3. Where and how to seek help.

TOWN OF EAST HAMPTON - FISCAL YEAR 2012-2013

Town Council Budget Policy Statement

OBJECTIVE

The objective of this budget policy statement is to provide suggestions and guidance to the Town Manager, Board of Finance, Board of Education and the Capital Expenditure Committee for the implementation of policy in creating the Town of East Hampton Budget for fiscal year 2012-2013.

GENERAL STATEMENT

The overall position of the Town Council is to provide the residents of East Hampton with responsible and effective fiscal leadership. With thoughtful investment in the Town, we can better address long-term challenges regarding school facilities, promote and adopt sustainable and progressive land use policies and invest in cost-effective solutions. The Town must also maintain its current municipal and safety services while continuing to provide for a quality public education system for our children.

We ask that when all responsible budget departments plan their spending requests for the upcoming fiscal year, they always consider the needs of the residents first and foremost.

GUIDELINES

To this end, The Town Council provides the following budget guidelines for fiscal year 2012-2013:

1. For the Town Council, Board of Education and Board of Finance to meet annually and discuss the budget and Town Council Budget Policy statement in a scheduled Tri-board meeting on an agreed upon date and time.
2. Include residents and taxpayers in the budget process as early as possible through numerous communication media outlets and to ensure the budget process is presented in an easy-to-understand format.
 - 2.1. Provide for the funding of a Town Annual Report to communicate to residents the services that they received in the prior fiscal year and the associated costs and expenditures.
3. For departments identified and considered appropriate by the Board of Finance and/or Finance Director, apply zero-based budgeting.
4. Create a budget that will work within the available revenues and State funds that are expected for the next fiscal year taking into account inflation and current economic conditions.
5. All projected revenues and expenditures, including anticipated financing costs, during the fiscal year shall be internally tested and reported by the Finance Director on a quarterly basis to the Town Council, Town Manager, and the Board of Finance.
6. Should any line item be reduced or eliminated from any Town Manager (submitted) budget prior to its submission to public meeting and then vote, the Town Manager and the Finance Director, in conjunction with the Superintendent of Schools, if applicable, shall prepare a written report for the Town Council, Board of Finance and Board of Education (if applicable) evaluating the short and long term impact on municipal services or initiatives of such proposed budget reduction.
7. The fund balance shall not to be used to lower the annual mill rate or pay for Town operating expenses.
8. Support and coordinate with the State, surrounding towns and organizations in an effort to regionalize and leverage residential and municipal services.

9. To review and consider the ongoing facility needs of the Town of East Hampton.
10. Continue to offer support to our quality public education system and to work with the Interim Town Manager, Board of Finance and Board of Education in an effort to move forward with and fund facility improvements to the East Hampton High School as prescribed by NEASC (New England Association of Schools and Colleges).
11. Support expenditures in the areas of new technologies regarding Information Technology, updates in IT security and accounting and management procedures. The intent of such expenditures is to optimize efficiencies in our municipal operations, improve communication between Town government and Town residents, streamline and coordinate workflow, increase productivity and/or achieve meaningful cost savings in this fiscal year and in the future.
12. Recognizing the changes in our Town, allow for staffing increases that are necessary for effective Town governance and operations taking into due consideration the associated benefits in Town services, operations, and/or public safety (i.e. Police/Fire Departments) while seeking to minimize any increased tax burdens to the community.
 - 12.1. For the retention, on a contractual, as-needed or full time basis, of a certified and professional network engineer to provide more effective and much needed IT support for the processing, security, storage and dissemination of information.
 - 12.2. Review of current contracts for the purchase, lease, or rental of equipment and professional services for the purpose of achieving cost savings and/or improved efficiencies.
13. Support health and wellness programs and disease management initiatives to improve employee productivity, employee retention, and employee health to decrease employee absenteeism and costs related to health.
14. Provide support to our Public works department for preventative and general maintenance of town infrastructures.
15. Provide for the continued support of public safety services (i.e. Police/Volunteer Fire Departments) with regards to training and equipment.
16. To ensure public safety and health by providing support for Emergency Service initiatives for equipment, training, organizational development and planning.
17. Commitment to Lake Pocotopaug, East Hampton's Watershed Areas and to make improvements in storm water management practices. All precious natural resources should be protected and all plans and projects with this goal should be considered a priority.
18. Support expenditures and resource allocation for appropriate economic development that is consistent with the character of the Town, as is necessary and appropriate, as well as the allocation of municipal resources required for any development including fiscal-positive commercial tax-deferrals and incentives.
19. Ensure that Town social services and programs for seniors are funded to meet the needs of the community.
20. As part of our land-use environmental policy, allocate such capital expenditures as necessary for the purchase of property for town and/or open space use when opportunities arise.
21. Incorporate long-term capital project considerations in fiscal year budgets.

Nancy Hasselman, CCMC
Collector of Revenue
Town of East Hampton

September 21, 2012

To: The East Hampton Town Council

Please find copies of tax refunds for your review. The total refunds equal \$3,782.98.

Thank you for your assistance.

Nancy Hasselman CCMC

Nancy Hasselman, CCMC
Collector of Revenue

11.32	+
116.68	+
87.00	+
32.98	+
3.00	+
77.04	+
74.54	+
27.27	+
604.58	+
100.25	+
33.52	+
84.14	+
2,085.39	+
24.00	+
15.06	+
11.09	+
33.66	+
14.65	+
30.03	+
15.97	+
64.15	+
186.34	+
33.68	+
11.71	+
4.93	+
3,782.98	*